

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK-----x
D'Agostino Landscaping Inc.,

Plaintiff

v

Joseph Grosinger,
Defendant-----
Joseph Grosinger
Counterclaimant, Third Party Plaintiff,

vs.

D'Agostino Landscaping Inc.
Counterclaim Defendant,Dennis D. Michaels,
Third Party Defendant.-----x
Chaim Grosinger,
Third Party Plaintiff,

vs.

D'Agostino Landscaping Inc.
Defendant,Dennis D. Michaels,
Third Party Defendant.

-----x

CIVIL ACTION NO: 07 CIV. 3860 D: 48

U.S. DISTRICT COURT
SD. OF N.Y.
2007 MAY 17 PM FILED
S.D. OF N.Y. CLERK'S OFFICE
48**NOTICE OF REMOVAL****07 CIV. 3860****JUDGE CONNER****To the Judge of the United States District Court Southern District of New York:**

This Notice of Removal on behalf of defendant Joseph Grosinger respectfully
alleges the following:

1. On or about March 14, 2007, Plaintiff commenced an action in the Justice Court of the Town of Ramapo, Rockland County, entitled D'Agostino Landscaping Inc. against Joseph Grosinger Under Docket NO. 07030998 the complaint alleges breach of contract against the defendant by failing to pay for the goods/services provided. (A Copy of Plaintiff's Filed Complaint is annexed hereto as Exhibit A)

2. Service of Process was effected on Defendant Joseph Grosinger on or about March 14, 2007.

3. This Notice of Removal is filed within one year after commencement of the action, but after 30 days of receipt of Defendant pleading. 29 U.S.C 1446(b)

4. At all relevant times, defendant Joseph Grosinger resides at 14 Maple Terrace, Monsey, NY 10952.

5. The Plaintiff is a resident of the State of New York.

6. Plaintiff has asserted a claim for a personal sum of \$2,753.68, allegedly due is not paid. (See Exhibit "A")

7. Therefore, it is reasonable to conclude that the controversy amount due is unpaid, and Defendant is indebted to the Plaintiff resulting from an agreement for the purchase of goods/services.

8. In light of the foregoing, the federal diversity jurisdiction has been established pursuant to 28 U.S.C 1332.

9. Written notice of the filing of the within Notice of Removal has been served to plaintiff's counsel, and a copy of this Notice of Removal has been forwarded, by mail, to the Clerk of the Ramapo Justice Court, Rockland County.

Wherefore, defendant Joseph Grosinger prays that the matter be removed from the Ramapo Justice Court, Rockland County, to this Honorable Court.

Dated: May 17, 2007

Law Office of Shmuel Klein, PC
Attorneys for Defendant
Joseph Grosinger

BY: SK
Shmuel Klein (SK 7212) Fed Court Only
Law Office of Shmuel Klein, PC
Attorneys for Plaintiff
268 ROUTE 59
Spring Valley, NY 10977
(845) 425-2510

Justice Court of Ramapo
Rockland County

D'Agostino Landscaping Inc.
Plaintiff,
vs.
Joseph Grosinger
Defendant.

JUDGE CONNER

Docket NO. 07-030998

NOTICE OF REMOVAL

U.S. DISTRICT COURT
FILED
2007 MAY 17 A 9:39
S.D. OF N.Y. W.P.

07 CIV. 3860

To the Judge of the Justice Court of Ramapo Rockland County:

This Notice of Removal on behalf of defendant Joseph Grosinger respectfully alleges the following:

1. On or about March 14, 2007, Plaintiff commenced an action in the Justice Court of the Town of Ramapo, Rockland County, entitled D'Agostino Landscaping Inc. against Joseph Grosinger Under Docket NO. 07030998 the complaint alleges breach of contract against the defendant by failing to pay for the goods/services provided. (A Copy of Plaintiff's Filed Complaint is annexed hereto as Exhibit A)

2. Service of Process was effected on Defendant Joseph Grosinger on or about March 14, 2007.

3. This Notice of Removal is filed within one year after commencement of the action, but after 30 days of receipt of Defendant pleading. 29 U.S.C 1446(b)

4. At all relevant times, defendant Joseph Grosinger resides at 14 Maple Terrace, Monsey, NY 10952.

5. The Plaintiff is a resident of the State of New York.

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ELECTRONICALLY FILED
DOC #: _____
DATE FILED: _____

6. Plaintiff has asserted a claim for a personal sum of \$2,753.68, allegedly due is not paid. (See Exhibit "A")

7. Therefore, it is reasonable to conclude that the controversy amount due is unpaid, and Defendant is indebted to the Plaintiff resulting from an agreement for the purchase of goods/services.

8. In light of the foregoing, the federal diversity jurisdiction has been established pursuant to 28 U.S.C 1332.

9. Written notice of the filing of the within Notice of Removal has been served to plaintiff's counsel, and a copy of this Notice of Removal has been forwarded, by mail, to the Clerk of the Ramapo Justice Court, Rockland County.

Wherefore, defendant Joseph Grosinger prays that the matter be removed from the Ramapo Justice Court, Rockland County, to this Honorable Court.

Dated: May 14, 2007

Law Office of Shmuel Klein, PC
Attorneys for Defendant
Joseph Grosinger

BY: Shmuel Klein

Shmuel Klein (SK 7212) Fed Court Only
Law Office of Shmuel Klein, PC
Attorneys for Plaintiff
268 ROUTE 59
Spring Valley, NY 10977
(845) 425-2510

JUSTICE COURT OF THE TOWN OF RAMAPO
COUNTY OF ROCKLAND

Docket No.: _____x

D'AGOSTINO LANDSCAPING INC.,**SUMMONS**

Plaintiff,

-against-

JOSEPH GROSINGER,

Defendant(s).

Plaintiff's address:

738 West Nyack Rd.
West Nyack, NY 10994

Defendant(s)' address:

14 Maple Terr.
Monsey, NY 10952

To the above named Defendant(s):

YOU ARE HEREBY SUMMONED and required to appear and answer this endorsed Summons in the Justice Court of the Town of Ramapo, located at 237 Route 59, Suffern, New York 10901, on the **19th day of April, 2007, at 2:00 o'clock P.M. in the afternoon of that day;** upon your failure to appear and answer, judgment will be taken against you for the sum of **\$2,753.68**, with statutory interest thereon from the **7th day of March, 2007**, together with the statutory costs and disbursements of this action.

Dated: March 14, 2007

DENNIS D. MICHAELS, ESQ.
Attorney for Plaintiff
42 Burd Street
Nyack, New York 10960
Tel. #(845) 348-0001

ENDORSED COMPLAINT

A statement of the nature and substance of Plaintiff's causes of action is as follows:

ACTION NO. 1: To recover the balance due of \$1,648.91, for work, labor, services and/or materials furnished by Plaintiff to Defendant(s), at the latter's request, on or about April 5, 2005 through on or about June 7, 2005, which sum was agreed to by and between Plaintiff and Defendant(s), and which sum has not been paid although duly demanded by Plaintiff from Defendant(s), together with statutory interest from June 7, 2005 and the statutory costs and disbursements of this action.

ACTION NO. 2: To recover the balance due of \$1,648.91, for damages caused to Plaintiff due to breach of contract by Defendant(s), which contract was entered into by and between Plaintiff and Defendant(s) on or about April 5, 2005, together with statutory interest from June 7, 2005 and the statutory costs and disbursements of this action.

ACTION NO. 3: To recover the balance due of \$1,648.91, as and for the fair and reasonable value of work, labor, services and/or materials furnished by Plaintiff to Defendant(s), at Defendant(s)' request, on or about April 5, 2005 through on or about June 7, 2005, which sum has not been paid although duly demanded by Plaintiff from Defendant(s), unjustly enriching Defendant(s) at Plaintiff's expense, together with statutory interest from June 7, 2005 and the statutory costs and disbursements of this action.

ACTION NO. 4: To recover the balance due of \$1,648.91, on an account stated by and between Plaintiff and Defendant(s) on or about June 30, 2005, which sum Defendant(s) promised and agreed to pay to Plaintiff, and which sum has not been paid although duly demanded by Plaintiff from Defendant(s), together with statutory interest from June 30, 2005 and the statutory costs and disbursements of this action.

ACTION NO. 5: To recover the additional sum of \$412.23, as and for Plaintiff's legal/attorney's and collection fees, which legal/attorney's and collection fees Defendant(s) promised and agreed to pay to Plaintiff pursuant to a Maintenance Contract entered into by and between the parties on or about April 5, 2005.

ACTION NO. 6: To recover the additional sum of \$692.54, as and for 24% per year contractual interest from June 7, 2005 through March 7, 2007, calculated on the outstanding balance of \$1,648.91, which contractual interest Defendant(s) promised and agreed to pay to Plaintiff pursuant to a Maintenance Contract entered into by and between the parties on or about April 5, 2005.

DENNIS D. MICHAELS, ESQ.
Attorney for Plaintiff

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

D'Agostino Landscaping Inc.,
Plaintiff

V

Joseph Grosinger,
Defendant

Certificate of Service

Joseph Grosinger
Counterclaimant, Third Party Plaintiff,

vs.

D'Agostino Landscaping Inc.
Counterclaim Defendant,

Dennis D. Michaels,
Third Party Defendant.

-----X

Chaim Grosinger,
Third Party Plaintiff,

vs.

D'Agostino Landscaping Inc.
Defendant,

Dennis D. Michaels,
Third Party Defendant.

-----X

STATE OF NEW YORK
COUNTY OF ROCKLAND

I, Shmuel Klein, affirms under the penalties of perjury that I am not a party to this action and that I am over the age of 18 years old. I have offices located at 268 Route 59 Spring Valley, NY 10977, and I served the Default Judgment, on May 14, 2007 placing it in an official depository under the exclusive care and custody of by depositing a true copy thereof in a post-paid wrapper, placing it in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York, first class mail, addressed to:

Dennis D. Michaels
42 Burd Street
Nyack, NY 10960

Shmuel Klein
1000

Shmuel Klein